

EXHIBIT A

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LESIA ANSON, an individual,

Plaintiff,

vs.

HARVEY WEINSTEIN, BOB
WEINSTEIN, THE WEINSTEIN
COMPANY, LLC, a limited
liability company; DIMENSION
FILMS, a corporation, MIRAMAX,
LLC, a limited liability company,
LIONSGATE ENTERTAINMENT
CORPORATION,
ENTERTAINMENT ONE LTD., a
Canadian corporation, BLUMHOUSE
PRODUCTIONS, LLC, a Delaware
limited liability company, and DOES
1 through 10, inclusive,

Defendants.

Case No.: 2:17-cv-08360-GW (KSx)

**FIRST AMENDED COMPLAINT
FOR:**

- [1] COPYRIGHT INFRINGEMENT
(17 U.S.C. §§ 101 *ET SEQ.*);
- [2] CONTRIBUTORY COPYRIGHT
INFRINGEMENT;
- [3] VICARIOUS COPYRIGHT
INFRINGEMENT;
- [4] COPYRIGHT INFRINGEMENT
(CANADA);
- [5] COPYRIGHT INFRINGEMENT
(SPAIN);
- [6] VIOLATION OF LANHAM ACT
(15 U.S.C. § 1125(a)(1)(B));
- [7] VIOLATION OF CALIFORNIA
BUS. AND PROF'L CODE
§§ 17200 *ET SEQ.* and 17500
ET SEQ.; and CALIFORNIA
COMMON LAW UNFAIR
COMPETITION; and
- [8] DECLARATORY RELIEF
(28 U.S.C. § 2201).

DEMAND FOR JURY TRIAL

1 Plaintiff LESIA ANSON (hereinafter, the "Plaintiff"), by and through her
2 attorney of record, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a civil action for copyright infringement and injunctive
5 relief under the United States Copyright Act, 17 U.S.C. §§ 101 *et seq.*
6 (hereinafter, "the Copyright Act"), for unfair competition under the Lanham Act,
7 15 U.S.C. § 1125(a), for declaratory relief under the Declaratory Judgment Act,
8 28 U.S.C. § 2201, and related state law claims.

9 2. This Court has original subject matter jurisdiction over the claims
10 set forth in this complaint pursuant to the Copyright Act, 17 U.S.C. § 101 *et*
11 *seq.*, 28 U.S.C. §§ 1331, 1332, and 1338(a) and (b), and the Declaratory
12 Judgment Act, 28 U.S.C. § 2201.

13 3. This Court has supplemental jurisdiction over the related state
14 claims herein pursuant to 28 U.S.C. § 1367 (a) in that these claims form part of
15 the same case and controversy as the federal claims herein.

16 4. This Court has personal jurisdiction over the defendants in that
17 defendants are regularly doing business in the State of California and in this
18 District, and because a substantial portion of the relevant acts complained of
19 herein occurred in the State of California and in this District.

20 5. Venue is proper in the United States District Court for the Central
21 District of California pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(a)
22 because the wrongful acts that give rise to the claims herein below occurred in
23 this District and because defendants THE WEINSTEIN COMPANY,
24 DIMENSION FILMS, MIRAMAX, LLC, LIONSGATE ENTERTAINMENT
25 CORPORATION, ENTERTAINMENT ONE LTD., and BLUMHOUSE
26 PRODUCTIONS, LLC (hereinafter collectively, the "Defendants"), have places
27 of business or maintain offices in this District.

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7. Defendants THE WEINSTEIN COMPANY and DIMENSION FILMS are very tightly controlled by the brothers HARVEY WEINSTEIN and BOB WEINSTEIN, as was MIRAMAX previously. These are sophisticated entertainment companies whose core businesses are based on the value, exploitation and enforcement of copyrights.

9. In fact, the WEINSTEINS previously co-financed and co-distributed *The Amityville Horror* (2005), and, as such, were intimately familiar with the Novel and the film franchise it launched. Yet so brazen and unbridled were the WEINSTEINS' desire to hijack the Novel and franchise that they never even attempted to license from Plaintiff the requisite underlying rights, a license they could well have afforded. To make matters worse, the *Amityville Horror* sequel film they illegally produced was of such poor quality, and consequently performed so miserably at the box office, that it substantially damaged the value of Plaintiff's intellectual property. Evidently, HARVEY and BOB WEINSTEIN believe they are perched above the law, and can willfully misappropriate another's property with impunity. As this case will demonstrate, they are soundly mistaken.

1 PARTIES

2 10. Plaintiff LESIA ANSON is an individual and citizen of, and resides
3 in, the State of Florida, in the County of Alachua, and is and at all times has
4 been a citizen of the United States.

5 11. Plaintiff is informed and believes and based thereon alleges that
6 Defendant THE WEINSTEIN COMPANY LLC (hereinafter "TWC") is a
7 limited liability company organized and existing under the laws of the State of
8 Delaware, which has its corporate headquarters in the State of New York, and
9 which regularly conducts significant ongoing business in the State of California
10 and in the County of Los Angeles.

11 12. Plaintiff is informed and believes and based thereon alleges that
12 Defendant DIMENSION FILMS (hereinafter "DIMENSION") is a division of
13 Defendant TWC, which has its corporate headquarters in the State of New York,
14 and which regularly conducts significant ongoing business in the State of
15 California and in the County of Los Angeles, and that DIMENSION is a wholly-
16 owned division of Defendant TWC.

17 13. Plaintiff is informed and believes and based thereon alleges that
18 Defendant MIRAMAX, LLC (hereinafter "MIRAMAX") is a limited liability
19 company organized and existing under the laws of the State of Delaware, which
20 has its principal place of business in the State of California and in the County of
21 Los Angeles, and that MIRAMAX was previously owned and controlled by
22 HARVEY WEINSTEIN and BOB WEINSTEIN.

23 14. Plaintiff is informed and believes and based thereon alleges that
24 Defendant HARVEY WEINSTEIN is an individual and citizen of, and resides in
25 the State of New York, and is and at all times has been a citizen of the United
26 States. Plaintiff is further informed and believes and based thereon alleges that
27 HARVEY WEINSTEIN regularly conducts significant ongoing business in the
28 State of California and in the County of Los Angeles. Plaintiff is further

1 informed and believes and based thereon alleges that HARVEY WEINSTEIN is
2 a founder, principal and co-owner of Defendants TWC and DIMENSION, and
3 was the founder, and previously, a principal and an owner of Defendant
4 MIRAMAX.

5 15. Plaintiff is informed and believes and based thereon alleges that
6 Defendant BOB WEINSTEIN is an individual and citizen of, and resides in the
7 State of New York, and is and at all times has been a citizen of the United
8 States. BOB WEINSTEIN is the brother of HARVEY WEINSTEIN, and for
9 decades, and at all times relevant hereto, was HARVEY WEINSTEIN'S close
10 business partner. Plaintiff is further informed and believes and based thereon
11 alleges that BOB WEINSTEIN, like HARVEY WEINSTEIN, regularly
12 conducts significant ongoing business in the State of California and in the
13 County of Los Angeles. Plaintiff is further informed and believes and based
14 thereon alleges that BOB WEINSTEIN is a co-founder, co-principal and co-
15 owner of Defendants TWC and DIMENSION, and was the co-founder, and
16 previously, the co-principal and co-owner of Defendant MIRAMAX.

17 16. Plaintiff is informed and believes and based thereon alleges that at
18 all time relevant hereto Defendants HARVEY WEINSTEIN and his brother
19 BOB WEINSTEIN (hereinafter collectively, the WEINSTEINS) closely owned
20 and controlled TWC and DIMENSION, and that all significant business and
21 legal affairs of TWC and DIMENSION, regarding the subject matter of this
22 action were knowingly made, determined and substantially controlled by the
23 WEINSTEINS personally.

24 17. Plaintiff is informed and believes and based thereon alleges that
25 Defendants TWC, DIMENSION, HARVEY WEINSTEIN and BOB
26 WEINSTEIN are, and at all times material hereto were, the alter-egos of each
27 other and there exists and has existed at all times material hereto a unity of
28 interest and ownership among such Defendants such that any separateness has

1 ceased to exist in that Defendants, and/or each of them, used assets of the other
2 Defendants, and/or each of them, for its and/or their separate, individual
3 purposes, and caused valuable assets, property, rights and/or interests to be
4 transferred to each other without adequate consideration.

5 18. Plaintiff is informed and believes and based thereon alleges that at
6 all times relevant hereto Defendant Lions Gate Entertainment Corporation d.b.a.
7 Lionsgate (hereinafter, "LIONSGATE") is an American, Canadian domiciled
8 company formed in Vancouver, British Columbia, and has its principal place of
9 business in the State of California and in the County of Los Angeles.

10 19. Plaintiff is informed and believes and based thereon alleges that at
11 all times relevant hereto Defendant Entertainment One Ltd. (hereinafter,
12 "ENTERTAINMENT ONE") is a Canadian distributor based in Toronto,
13 Canada which does ongoing business in the State of California and in the
14 County of Los Angeles.

15 20. Plaintiff is informed and believes and based thereon alleges that at
16 all times relevant hereto Defendant Blumhouse Productions, LLC (hereinafter,
17 "BLUMHOUSE") is a limited liability company organized and existing under
18 the laws of the State of Delaware, which has its corporate headquarters in the
19 State of California and in the County of Los Angeles.

20 21. Plaintiff is informed and believes and based thereon alleges that the
21 fictitiously named Defendants captioned hereinabove as Does 1 through 10,
22 inclusive, and each of them (hereinafter "DOE(S)") were in some manner
23 responsible or legally liable for the actions, damages, events, transactions and
24 circumstances alleged herein. The true names and capacities of such fictitiously
25 named defendants, whether individual, corporate, associate, or otherwise are
26 presently unknown to Plaintiff, and Plaintiff will amend this Complaint to assert
27 the true names and capacities of such fictitiously named Defendants when the
28 same have been ascertained. For convenience, each reference herein to a named

1 Defendant or to Defendants shall also refer to the Doe Defendants and each of
2 them.

3 22. Plaintiff is informed and believes and based thereon alleges that
4 each of the Defendants was the agent, partner, servant, employee, or employer of
5 each of the other Defendants herein, and that at all times herein mentioned, each
6 of the Defendants was acting within the course and scope of such employment,
7 partnership and/or agency and that each of the Defendants is jointly and
8 severally responsible for the damages hereinafter alleged.

9 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

10 23. Plaintiff LESIA ANSON is the widow and heir of Jay Anson
11 (hereinafter, the "Author") the author of the world-famous novel, The
12 Amityville Horror (hereinafter, the "Novel"). Although marketed as "A True
13 Story," the Novel is clearly a work of fiction, replete with fantastic literary
14 creations (e.g., room(s) which are the sources of evil, ceilings and walls oozing
15 green slime, plagues of flies in the dead of winter, demonic possessions, people
16 levitating and floating away, a young woman transformed into a toothless old
17 hag and then back to her natural state, a child talking to the supernatural spirit
18 form of an enormous flying pig with red eyes, etc.)

19 24. The Novel was registered for copyright on July 29, 1977
20 (Registration number A00000883095) and was first published on or about
21 September 13, 1977. The Author died on March 12, 1980. Subsequent to the
22 Author's death, the copyright to the Novel was duly renewed by Plaintiff, as the
23 Author's widow, on December 23, 2004 (Registration number RE0000925090).
24 Attached hereto as Exhibit "A" is a true and correct copy of Plaintiff's renewal
25 registration certificate from United States Copyright Office for the Novel.

26 25. In 1979 a theatrical feature-length motion picture entitled *The*
27 *Amityville Horror* based upon and derived from duly licensed rights in the Novel
28 (hereinafter, the "1979 Amityville Horror Film") was produced by Professional

1 Films, Inc. ("PFI") and distributed by American International Pictures ("AIP").

2 26. In 2005 a theatrical feature-length motion picture remake, based
3 upon and derived from the Novel and the 1979 Amityville Horror Film, also
4 entitled *The Amityville Horror* (hereinafter, the "2005 Amityville Horror Film")
5 was co-produced, co-financed and co-distributed by Defendant DIMENSION
6 and MGM (MGM was purportedly the successor to PFI and AIP) (the derivative
7 1979 Amityville Horror Film and 2005 Amityville Horror Film are hereinafter
8 collectively, the "Derivative Amityville Horror Films").

9 27. Plaintiff is informed and believes and based thereon alleges that in
10 or about 2005, DIMENSION was used as a label within MIRAMAX to produce
11 and release genre films like the 2005 Amityville Horror Film; that in or about
12 1993, MIRAMAX had been purchased by the Walt Disney Company
13 ("Disney"), and that the WEINSTEINS continued to operate MIRAMAX until
14 they left the company on or about September 30, 2005.

15 28. Plaintiff is informed and believes and based thereon alleges that
16 under the terms of the WEINSTEINS' departure from Disney they took
17 Defendant DIMENSION with them and made it a wholly-owned division of
18 Defendant TWC, but that DIMENSION'S interests in all films which it had been
19 produced or released prior to October 1, 2005, including the 2005 Amityville
20 Horror Film, remained the property of Defendant MIRAMAX.

21 29. Plaintiff is informed and believes and based thereon alleges that on
22 or about December 3, 2010 MIRAMAX was sold by Disney to Filmyard
23 Holdings, a joint venture of Colony Capital, Tutor-Saliba Corporation, and the
24 Qatar Investment Authority; and that on or about March 2, 2016, MIRAMAX
25 was sold to beIN Media Group, a Qatari entertainment company owned by Al
26 Jazeera Media Network.

27 30. On or about September 27, 2017, Defendants TWC and
28 DIMENSION announced their release of a feature-length motion picture entitled

1 *Amityville: The Awakening* written and directed by Frank Khalfoun (hereinafter,
2 the “2017 Amityville Horror Sequel Film”). Thereafter, the 2017 Amityville
3 Horror Sequel Film was streamed on Google Play from October 12 to November
4 8, 2017, and released in theatres on October 28, 2017.

5 31. Plaintiff is informed and believes and based thereon alleges that the
6 2017 Amityville Horror Sequel Film is scheduled to be released by Defendant
7 LIONSGATE in Blu-Ray, DVD and digital HD on November 14, 2017.

8 32. After its theatrical bow on October 28, 2018, the 2017 Amityville
9 Horror Sequel Film was widely reported to be “a sequel to the 1979’s *The*
10 *Amityville Horror*”; “a reboot of the classic 1979 original movie ‘*The*
11 *Amityville Horror*’”; “a direct sequel to *The Amityville Horror* – the 1979 horror
12 [film]” etc., just as the WEINSTEINS, TWC and DIMENSION had intended
13 and promoted it, and, on information and belief, none of the Defendants took
14 any action to correct this intended public impression.

15 33. The 2017 Amityville Horror Sequel Film is a cinematic mess and
16 received dreadful reviews (e.g., a “squashed green tomato” and 20% score on
17 *Rotten Tomatoes*).

18 34. Plaintiff is informed and believes and based thereon alleges that
19 Defendants’ botched 2017 Amityville Horror Sequel Film suffered one of the
20 worst opening weekends of all time, grossing only \$742 from 10 theaters or an
21 average of \$74 per theater.

22 35. Plaintiff is informed and believes and based thereon alleges that in
23 or about 2011, DIMENSION and MIRAMAX had entered into a pact to produce
24 and distribute sequel motion pictures derived from MIRAMAX’S better-known
25 films, like the 2005 *Amityville Horror* Film; that the 2017 Amityville Horror
26 Sequel Film was developed pursuant this and that a prior iteration of this
27 intended sequel was entitled *The Amityville Horror: The Lost Tapes*.

28 36. Plaintiff is informed and believes and based thereon alleges that the

1 credited production companies of the 2017 Amityville Horror Sequel Film
2 include Defendants DIMENSION and MIRAMAX, the same parties -- currently
3 or previously owned by the WEINSTEINS -- that were involved in the 2005
4 Amityville Horror Film based upon the Novel, and that the sequel film is
5 distributed by Defendants TWC and/or DIMENSION.

6 37. Defendant BLUMHOUSE is an additional credited production
7 company of the 2017 Amityville Horror Sequel Film. Plaintiff is informed and
8 believes that BLUMHOUSE co-produced the 2017 Amityville Horror Sequel
9 Film in collaboration with the WEINSTEINS, TWC, DIMENSION, and
10 MIRAMAX and in that capacity participated in the development, production,
11 marketing, and distribution of the film.

12 38. Plaintiff is informed and believes and based thereon alleges that
13 DIMENSION'S principal BOB WEINSTEIN, having directly participated in the
14 2005 Amityville Horror Film, announced during the Cannes Film Festival in a
15 press release regarding its planned The Amityville Horror sequel film that "[w]e
16 are thrilled to return to the mythology of The Amityville Horror with a new and
17 terrifying vision that will satisfy our existing fans ...," and that a producer of
18 the intended The Amityville Horror sequel film employed by DIMENSION
19 added: "I'm thrilled to be working with Bob to reinvent one of the all-time great
20 horror franchises"

21 39. Plaintiff is informed and believes and based thereon alleges that
22 based on the WEINSTEINS' and DIMENSION'S press releases, promotion and
23 advertising of their new Amityville Horror film, the 2017 Amityville Horror
24 Sequel Film was widely anticipated and considered to be, both within and
25 outside the entertainment industry as a *sequel* to their 2005 Amityville Horror
26 Film as specifically intended by the WEINSTEINS and a continuation of the
27 film franchise derived from the Novel. Plaintiff is further informed and believes
28 and based thereon alleges that for instance, and without limitation, TWC /

1 DIMENSION'S Canadian licensee Defendant ENTERTAINMENT ONE falsely
2 promoted the 2017 Amityville Horror Sequel Film as "a revival of the popular
3 franchise" promulgating misrepresentations by the WEINSTEINS, TWC and
4 DIMENSION.

5 40. Plaintiff is further informed and believes and based thereon alleges
6 that Defendants TWC, DIMENSION, and/or BLUMHOUSE own the foreign
7 distribution rights to the 2017 Amityville Horror Sequel Film and intend to
8 distribute this film in all foreign territories outside the United States, including
9 Canada and Spain, and that they have concluded and/or are in the process of
10 entering into purported licenses with third parties to do so.

11 41. Plaintiff is informed and believes and thereon alleges that
12 Defendants DIMENSION, TWC, and BLUMHOUSE intend to exploit ancillary
13 products (*e.g.*, merchandising and publications) derived from the 2017
14 Amityville Horror Sequel Film, and thus, the Novel, without Plaintiff's
15 permission, and that they have concluded and/or are in the process of entering
16 into licenses with third parties to do so.

17 42. The title of the 2017 Amityville Horror Sequel Film, *AMITYVILLE-*
18 *THE AWAKENING*, clearly evokes a *sequel* motion picture; *i.e.*, the
19 reawakening of the house, and the supernatural evil forces that reside therein,
20 depicted in the Novel and Derivative Amityville Horror Films. Plaintiff is
21 informed and believes that due to Defendants' press releases and promotion of
22 the 2017 Amityville Horror Sequel Film, it is and will continue to be perceived
23 both by members of the entertainment business and the general public as a
24 legitimate sequel to the Derivative Amityville Horror Films based on the Novel.

25 43. The 2017 Amityville Horror Sequel Film, like Defendants' 2005
26 Amityville Horror Film is substantially similar to the Novel and contains
27 substantially similar literary elements to those of the Novel, as further shown
28 below. As such, Defendants' exploitation of their 2017 Amityville Horror

1 Sequel Film and ancillary rights and products knowingly exploits and infringes
2 Plaintiff's copyright in the Novel, including Plaintiff's motion picture rights in
3 the Novel, including sequel motion picture rights, merchandising rights in the
4 Novel, and Plaintiff's right under copyright to authorize derivative works based
5 upon the Novel.

6 44. Defendants TWC, DIMENSION and LIONSGATE also widely
7 distributed various promotional trailers (hereinafter, the "Trailer(s)") for their
8 2017 Amityville Horror Sequel Film which likewise infringed and continue to
9 infringe Plaintiff's copyright in the Novel. One Trailer even conspicuously
10 features the Novel, clipped from the 2017 Amityville Horror Sequel Film, with
11 "THE AMITYVILLE HORROR by Jay Anson", prominently displayed on its
12 cover.

13 45. Plaintiff is informed and believes and based thereon alleges that
14 Defendants, having produced, co-financed and co-distributed the 2005
15 Amityville Horror Film based upon the Novel, were very well acquainted with
16 the Novel and knew or should have known that their 2017 Amityville Horror
17 Sequel Film qualified as a derivative work of the Novel, and exploited many of
18 the Novel's protected literary elements. Yet at no time prior to producing their
19 2017 Amityville Horror Sequel Film did Defendants TWC, DIMENSION,
20 MIRAMAX or BLUMHOUSE contact Plaintiff to license, or even inquire as to
21 the status of sequel motion picture and ancillary rights to the Novel.

22 46. On October 10, 2017, Plaintiff's counsel sent Defendants a written
23 cease and desist letter placing Defendants on further written notice of what was
24 already abundantly clear to them – they lacked the proper chain-of-title and
25 authority to exploit the 2017 Amityville Horror Sequel Film because they lacked
26 the requisite rights to the Novel from which their sequel film was obviously
27 derived. Defendants nonetheless blithely proceeded with their plans to release
28 and distribute the 2017 Amityville Horror Sequel Film without the underlying

1 rights to do so.

2 47. Defendants clearly had access to the original Novel. In fact, both
3 their shooting script for the infringing 2017 Amityville Horror Sequel Film and
4 the film itself includes numerous direct references to the Novel including
5 characters reviewing the Novel and discussing its contents, as shown in more
6 detail below.

7 48. The 2017 Amityville Horror Sequel Film makes express references
8 to the Novel and the Derivative Amityville Horror Films. For instance, as the
9 lead protagonist watches the 1979 Amityville Horror Film with her school
10 friends, scenes in that film derived from the Novel are shown. The derivative
11 2005 Amityville Horror Film is also mentioned and its DVD cover bearing the
12 title THE AMITYVILLE HORROR is shown. The 2017 Amityville Horror
13 Sequel Film displays the Novel and its cover, with the title THE AMITYVILLE
14 HORROR” imposed on the house’s now iconic “face” with half-moon windows,
15 and the name of the Novel’s sole Author, “Jay Anson,” prominently displayed.

16 **Overwhelming Similarities Between the Novel and the**
17 **2017 Amityville Horror Sequel Film**

18 49. Numerous elements from Defendants’ 2017 Amityville Horror
19 Sequel Film, from beginning to end, including without limitation the characters,
20 relationships, themes, setting, story, plot devices, and the interplay and
21 sequencing of these elements, are substantially similar to and derived from
22 original elements in the Novel that are copyright protectable.

23 50. Even the most cursory review of the 2017 Amityville Horror Sequel
24 Film reveals glaring and substantial similarities to the Novel. Set forth below
25 are some of the more obvious similarities.

26 **The Amityville Horror Novel**

27 **The 2017 Amityville Horror**
28 **Sequel Film**

A. The title of the Novel is The

The film was originally entitled

1 Amityville Horror, as was the title The Amityville Horror: The Lost
 2 of the derivative 1979 film and the Tapes, and then Amityville: The
 3 title of the derivative 2005 film, in Awakening; itself suggesting a
 4 which Defendants WEINSTEINS, derivative sequel to the Novel and
 5 DIMENSION and MIRAMAX all the Derivative Amityville Horror
 6 participated. Films.

7
 8 B. Documentary or forensic framing Documentary or forensic framing
 9 of the story at the beginning and of the story at the beginning and
 10 end of the Novel. end of the 2017 Amityville Horror
 11 Sequel Film.

12
 13 C. The prologue to the Novel starts The prologue to the 2017
 14 with documentary-style television Amityville Horror Sequel Film
 15 news footage describing how, in consists of documentary-style
 16 November 1974, Ronald DeFeo television news footage describing
 17 had taken a high-powered rifle and how, in November 1974, Ronald
 18 methodically shot to death his DeFeo had taken a high-powered
 19 entire family at 112 Ocean Avenue gun and methodically shot to death
 20 in Amityville, New York his entire family at 112 Ocean
 21 (hereinafter the "DeFeo Murders"). Avenue in Amityville, New York.

22
 23 D. The setting is the same house at The setting is the same house at
 24 112 Ocean Avenue in Amityville, 112 Ocean Avenue in Amityville.
 25 with the now iconic half-moon Although the actual house has not
 26 quarter windows that make the had the iconic half-moon quarter
 27 house look like a face, and when windows in decades, and the 2017
 28 illuminated at night, like a Amityville Horror Sequel Film

1 Halloween “pumpkin face” – The
2 Amityville Horror house.

takes place in the present, its house
includes and emphasizes the half-
moon windows to capitalize on the
Novel, the Derivative Amityville
Horror Films and franchise.

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7 E. The DeFeo Murders led to the
8 haunting of The Amityville Horror
9 house. The overall story revolves
10 around a new family that moves
11 into The Amityville Horror house.
12 The supernatural demonic forces
13 inhabiting the house terrify its new
14 residents, causing them to lose a
15 grip on reality, and to turn on one
16 another.

The DeFeo Murders led to the
haunting of the Amityville Horror
house. The overall story revolves
around a new family that moves
into The Amityville Horror House.
The supernatural demonic forces
inhabiting the house terrify its new
residents, causing them to lose a
grip on reality, and to turn on one
another.

17
18 F. Thematically, there are dark
19 unknowable supernatural forces in
20 the world, and in particular demons
21 which historically occupy earthly
22 settings and prey on negative
23 human emotions and frailties.

Thematically, there are dark
unknowable supernatural forces in
the world, and in particular demons
which historically occupy earthly
settings and prey on negative
human emotions and frailties.

24
25 G. Thematically, we cannot
26 understand or control the
27 supernatural which can readily
28 alter our state of consciousness and

Thematically, we cannot
understand or control the
supernatural which can readily alter
our state of consciousness and blur

1	blur the lines between our	the lines between our subconscious
2	subconscious and reality.	and reality.
3		
4	H. Time is modern and seasonally,	Time is modern and seasonally, it
5	it is the end of the year.	is the end of the year.
6		
7	I. The mood is dark, brewing and	The mood is dark, brewing and
8	increasingly frightening.	increasingly frightening.
9		
10	J. The story begins with a new	The story begins with a new family
11	family pulling into the driveway	pulling into the driveway of the
12	of the house at 112 Ocean	house at 112 Ocean Avenue, and
13	Avenue, and moving in.	moving in.
14		
15	K. On a lamp post at the end of the	The same "High Hopes" sign is
16	paved driveway is a small sign	later seen stored in the basement of
17	bearing the name "High Hopes."	the house (even though it was
18	This was the actual sign of the	reputedly destroyed after the
19	DeFeo family (although it was	DeFeo Murders).
20	reputedly destroyed after the	
21	DeFeo Murders).	
22		
23	L. As the family is moving in, there	As the family is moving in, there
24	are boxes around and the furniture	are boxes around and the furniture
25	and personal items are put into	and personal items are put into
26	place over the course of the story.	place over the course of the story.
27		
28	M. The biological father is not	The biological father is not present,

1	present, the biological mother is	the biological mother is present, the
2	present, the family has three	family has three children, and one
3	children, and one of these children	of these children is a little girl
4	is a little girl ("Missy") who is 5	("Juliet") who looks 5 years old,
5	years old, has blonde hair, and is	has blonde hair, and is portrayed as
6	portrayed as very sweet, naive and	very sweet, naive and innocent.
7	innocent.	
8		
9	N. The family has a large mangy dog	The family has a large mangy dog
10	with a male human name,	with a male human name,
11	uncommon for a pet: "Harry."	uncommon for a pet: "Larry."
12		
13	O. The mother ("Kathy") is quite	The mother ("Joan") was quite
14	religious and a devout Christian.	religious and a devout Christian;
15		and later she reverts to her faith.
16		
17	P. Harry, the dog, is the first to sense	Larry, the dog, is the first to sense
18	unseen forces. Thereafter,	unseen forces. Thereafter,
19	throughout the story, the dog reacts	throughout the story, the dog reacts
20	to unseen evil by barking,	to unseen evil by barking,
21	growling, pawing the ground,	growling, pawing the ground,
22	and/or whimpering, surprising	and/or whimpering, surprising
23	family members.	family members.
24		
25	Q. Several features of the house are	Several features of the house are
26	focused on as notable: the half-	focused on as notable: the half-
27	moon quarter windows, the	moon quarter windows, the
28	boathouse outside, and later, the	remains of the boathouse outside,

1	secret hidden room in the	and later, the secret hidden room in
2	basement.	the basement.
3		
4	R. The lead protagonist looks out a	The lead protagonist looks out a
5	window wearily and notices that	window wearily and notices that
6	the dog is restless at the boathouse.	the dog is restless at the boathouse.
7		
8	S. The lead protagonist senses that	The lead protagonist exclaims "I
9	something is very weird about the	have a weird feeling about this
10	house. Otherworldly whispering is	house." Otherworldly whispering is
11	heard in the house.	heard in the house.
12		
13	T. There are inexplicable house flies	There are inexplicable house flies
14	in the winter which soon appear to	in the winter which soon appear to
15	be the harbinger of a supernatural	be the harbinger of a supernatural
16	evil force.	evil force.
17		
18	U. The house has cold spots and foul	The house has cold spots and foul
19	smells, sometimes without any	smells, sometimes without any
20	apparent source.	apparent source.
21		
22	V. At night, the lead protagonist feels	At night, the lead protagonist feels
23	the sudden need to wander through	the sudden need at night to wander
24	the house.	through the house.
25		
26	W. The lead protagonist does	The lead protagonist does research
27	research on the DeFeo Murders at	on the DeFeo Murders at school
28	the library viewing microfiche of	viewing old newspaper accounts

1	newspaper accounts.	online.
2		
3	X. Family members start sleeping	Family members start sleeping
4	together as they become	together as they become
5	increasingly frightened by weird	increasingly frightened by weird
6	events in the house.	events in the house.
7		
8	Y. As the evil force emerges so does	As the evil force emerges so does a
9	a threatening black <i>swarm</i> of	threatening black <i>swarm</i> of buzzing
10	buzzing house flies.	house flies.
11		
12	Z. A priest who counsels the family,	A doctor who counsels the family,
13	but is set in his ways, makes a	but is set in his ways, makes a
14	professional visit to the house and	professional visit to the house and
15	is challenged by the evil	is challenged by the evil
16	supernatural force. Terrified, he	supernatural force. Terrified, he
17	abruptly departs the house, without	abruptly departs the house, without
18	an explanation to the family, never	an explanation to the family, never
19	to return.	to return.
20		
21	AA. The lead protagonist wakes up	The lead protagonist wakes up
22	regularly at 3:15 a.m. (the time we	regularly at 3:15 a.m. (the time we
23	are told the DeFeo Murders took	are told the DeFeo Murders took
24	place), followed by mysterious,	place), followed by mysterious,
25	unexplainable and often very	unexplainable and often very
26	frightening visions and events.	frightening visions and events.
27		
28	BB. 3:15 a.m. is when the house	We are told "3:15 a.m., that's when

1	supernaturally comes alive.	the house comes alive.”
2		
3	CC. In the middle of the night the	In the middle of the night the lead
4	lead protagonist is repeatedly	protagonist is repeatedly awakened,
5	awakened, seemingly driven into a	seemingly driven into a state of
6	state of altered consciousness by a	altered consciousness by a
7	supernatural evil force, unable to	supernatural evil force, unable to
8	distinguish reality from	distinguish reality from
9	nightmares; and as the story	nightmares; and as the story
10	unfolds, the line becomes	unfolds, the line becomes
11	progressively blurred.	progressively blurred.
12		
13	DD. Windows and doors of the house	Windows and doors of the house
14	open, slam shut, and lock all on	open, slam shut, and lock all on
15	their own. The opening windows	their own. The opening windows
16	startle and chill family members,	startle and chill family members,
17	letting in the cold winter air.	letting in the cold winter air. Door
18	Door openings portend the arrival	openings portend the arrival of
19	of supernatural evil forces and	supernatural evil forces and doors
20	doors and windows slamming shut	and windows slamming shut and
21	and locking prevent family	locking prevent family members
22	members from escaping.	from escaping.
23		
24	EE. The mother is increasingly on	The mother is increasingly on edge,
25	edge, and quick to lose her temper	and quick to lose her temper and
26	and level accusations at her	level accusations at her child Belle.
27	children.	
28		

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<p>FF. The mother, angered, violently beats her children, seemingly for the first time, and the following day expresses guilt and regret about it. The mother's mental state deteriorates under the influence of supernatural forces.</p> <p>GG. The lead protagonist is drawn to the boathouse; sees an ominous shadow lurking there and is driven to repeatedly check the boathouse at night.</p> <p>HH. Harry, the dog, has a particular interest in the boathouse, sensing unseen evil forces there. Later at the boathouse the dog panics and strangles itself after jumping a fence on a leash.</p> <p>II. Kathy is on the first floor and senses someone is staring at her, she looks up, suddenly sees the little girl Missy and she exclaims: "Missy! You scared me half to death. What's the matter? What are you doing up so early?"</p>	<p>The mother angered hits her daughter Belle, seemingly for the first time, and the following day expresses guilt and regret about it. Later, as the mother's mental state deteriorates under the influence of supernatural forces, she knocks her daughter unconscious.</p> <p>Juliet is drawn to the remains of the boathouse, and when she wanders there she is confronted by the vision of a dead body floating in the water.</p> <p>Harry, the dog, has a particular interest in the boathouse, sensing unseen evil forces there. Later at the boathouse deck the dog is found dead and bloody, floating in the water.</p> <p>Belle is on the first floor and senses a presence, she jumps when she suddenly sees the little girl Juliet and she exclaims: "Juliet you can't sneak up on people like that. What are you doing up."</p>
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1
2 JJ. The innocent Missy repeatedly has The innocent Juliet repeatedly has
3 private friendly chit-chats with the private friendly chit-chats with the
4 supernatural being which has taken supernatural being which has taken
5 a form she is comfortable with. a form she is comfortable with.
6 Missy views this as completely Juliet views this as completely
7 normal, however, it is portrayed as normal, however, it is portrayed as
8 an infiltration and a threat to an infiltration and a threat to
9 Missy's safety. Juliet's safety.
10
11 KK. At night, Kathy has visions At night, Belle has visions
12 of impending violence and murder. of impending violence and murder.
13
14 LL. Kathy sees a nightmare image of Belle sees a nightmare image of
15 DeFeo. DeFeo.
16
17 MM. Kathy is confronted by the Belle is confronted by the fleeting
18 fleeting but terrifying image of a but terrifying image of a
19 supernatural demonic being. supernatural demonic being.
20
21 NN. Repeated references to the "evil" Belle exclaims "this house is evil"
22 that grips the house. A house and elsewhere "this house is really
23 visitor exclaims: "There's bad"
24 something bad in here, Kathy."
25
26 OO. We are informed that the house We are informed that the house
27 was associated with occult rituals. was associated with occult ritual.
28

1	PP. The mother enters a walk-in	The little girl Juliet enters a walk-in
2	closet, is suddenly confronted by a	closet and is suddenly confronted
3	sour smell and the fact the crucifix	by a supernatural demonic being.
4	she had hung is now upside down	
5	due to some demonic force.	
6		
7	QQ. The mother is both	The mother is both psychologically
8	psychologically and physically	and physically seduced in an illicit
9	seduced in an illicit fashion by the	fashion by the supernatural evil
10	supernatural evil entity.	entity.
11		
12	RR. Walls in the house suddenly and	Walls in the house suddenly and
13	inexplicably ooze thick green	inexplicably ooze thick dark red
14	slime.	blood. <i>See also</i> Trailer.
15	SS. As supernatural tensions increase,	As supernatural tensions increase,
16	the lead protagonist is jarred by the	the lead protagonist is jarred by the
17	clap of thunder, as a terrible flash	clap of thunder, as a terrible flash
18	of lightening outside lights up the	of lightening outside lights up the
19	bedroom window.	bedroom window.
20		
21	TT. Family members see terrifying	Belle's friend says that the house
22	images at night and have trouble	"messes with your head until
23	distinguishing their dreams from	you're unable to tell the difference
24	reality. The lead protagonist	between dreams and reality."
25	exclaims: "I wasn't dreaming I tell	
26	you!"	
27		
28	UU. As supernatural tensions	As supernatural tensions increase it

1	increase it starts to rain very	starts to rain very heavily.
2	heavily.	
3		
4	VV. Kathy in her bedroom is afraid	Belle in her bedroom suddenly sees
5	that if she looks up into <i>the mirror</i>	the terrifying image of a
6	she will see the supernatural evil	supernatural demonic being <i>in the</i>
7	being whose presence she senses.	<i>mirror</i> .
8		
9	WW. A supernatural voice shouts	A family member, possessed by a
10	"GET OUT!"	supernatural force, spells out on a
11		special monitor: "G E T O U T"!
12		
13	XX. Kathy's face is shockingly	In a Trailer for the 2017 Amityville
14	transformed into a frighteningly	Horror Sequel Film, Belle sees
15	withered 90-year old; when she	herself in a bathroom mirror, her
16	runs to the bathroom mirror she is	face shockingly transformed into a
17	no longer a crone, but has deep	frightening visage with hollow eye
18	ugly lines running down her	sockets, as black flies buzz around
19	cheeks.	her.
20		
21	YY. A spirit with a large demonic	A large demonic pig's head with
22	pig's head and beady red eyes	beady red eyes appears outside a
23	appears outside a window of the	window, scaring Belle. It turns out
24	house, scaring Kathy.	to be Belle's friend wearing a
25		mask, in reference to the scene in
26		the Novel.
27		
28	ZZ. In the 1979 Amityville Horror	The lead protagonist and her school

1	Film based on the Novel, the lead	friends watch this 1979 film scene
2	protagonist breaks through a brick	on television, and later the lead
3	wall in the basement with a pick	protagonist breaks through a brick
4	axe, revealing the hidden "Red	wall in the basement with a pick
5	Room."	axe, revealing the hidden "Red
6		Room."
7		
8	AAA. We are informed that in pre-	Belle views the 1979 Amityville
9	colonial times Shinnecok Indians	Horror Film which informs her and
10	left the sick and mad to die on the	us that "this house is built on
11	property; that they believed it to be	sacred ground, devil worship,
12	infested with demons; and that in	demons ..."
13	the late 1600's a devil worshipper	
14	from Salem, Mass. practiced	
15	witchcraft and was buried on the	
16	property.	
17		
18	BBB. Unseen supernatural forces in	Unseen supernatural forces in the
19	the house appear to cause	house appear to cause electronic
20	electronic equipment to suddenly	equipment to suddenly stop
21	stop working.	working.
22		
23	CCC. As the lead protagonist conveys	As the lead protagonist receives
24	and receives information over the	information from a DVD player /
25	phone regarding the strange	television as to the strange
26	activities in the house, the phone	activities in the house both
27	suddenly goes dead.	suddenly go dead.
28		

1	DDD. The potential sudden blowing	The potential sudden blowing of a
2	of a fuse causes the lead	fuse causes the lead protagonist to
3	protagonist to venture in the dark,	venture in the dark, with an iphone
4	with a flashlight, down steps into	flashlight, down steps into the
5	the basement to check the house's	basement to check the house's fuse
6	fuse box, and is confronted by an	box, and is confronted by an awful
7	awful stench.	stench.
8		
9	EEE. In the basement, the lead	In the basement, the lead
10	protagonist sees the fleeting	protagonist sees the fleeting
11	bearded visage of the murderer	bearded visage of the murderer
12	Ron DeFeo!	Ron DeFeo!
13		
14	FFF. The basement of the house	The basement of the house contains
15	contains a small hidden room with	a small hidden room with red walls
16	red walls which is called the "Red	which is called the "Red Room,"
17	Room," and it is said to be the	and it is said to be the source of
18	source of evil in the house.	evil in the house.
19		
20	GGG. The Novel contains floor plans	Belle is given a copy of the Novel,
21	of the house, one showing the	which she leafs through and turns
22	basement and location of the	to the floor plan showing the
23	hidden "Red Room."	basement and location of the
24		
25		
26		
27	HHH. The "Red Room" lies behind	The "Red Room" lies behind wood
28	wood paneling; the lead	paneling and when the lead

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<p>protagonist tears off the wood and peers inside, revealing a small creepy room with red walls, and the room emits a vile stench. It is noted “[t]hat’s how blood smells.” The lead later exclaims that he will wall off the Red Room’s entrance <i>with bricks!</i></p> <p>III. In the middle of the night a shadowy figure approaches a child’s bed as the child sleeps.</p> <p>III. The family tries to flee the house, but supernatural forces prevent them from leaving. The lead protagonist exclaims: “It [the house] won’t let us go.”</p> <p>KKK. Towards the end of the story, the mother Kathy has a crucifix with which she unsuccessfully tries to banish the evil force.</p> <p>LLL. The DeFeo Murders are portrayed as potentially linked to an unidentified supernatural force. Kathy has a nightmare of DeFeo</p>	<p>protagonist tears off the wood, she faces <i>the brick wall</i>. After breaking through the wall she peers inside, revealing a small creepy room with walls covered in red blood, and the room emits a vile stench.</p> <p>In the middle of the night a shadowy figure approaches Belle’s bed as she sleeps.</p> <p>Belle and Juliet try to flee the house but supernatural forces prevent them from leaving. Belle exclaims: “It [the house] won’t let us leave!” <i>See also</i> Trailer.</p> <p>Towards the end of the story, the mother Joan has a crucifix with which she unsuccessfully tries to banish the evil force.</p> <p>Joan, the mother, is shot at close range and killed by her son, who has been possessed by a supernatural evil force.</p>
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1 shooting at close range and killing
 2 his mother (not the other family
 3 members he shot).

4
 5 MMM. The new family that moved What is left of the new family that
 6 into the house is so terrorized that moved into the house are so
 7 they flee, leaving everything terrorized that they flee, leaving
 8 behind. everything behind.

9
 10 NNN. The Novel ends with a The 2017 Amityville Horror Sequel
 11 documentary-style epilogue Film ends with documentary news
 12 regarding the strange events that footage regarding the strange
 13 have befallen 112 Ocean Avenue, events which have once again
 14 Amityville, New York. befallen 112 Ocean Avenue,
 15 Amityville, New York.

16 51. The 2017 Amityville Horror Sequel Film makes direct references to
 17 the Novel and the Derivative Amityville Horror Films. For instance, as the lead
 18 protagonist watches the 1979 Amityville Horror Film with her school friends,
 19 and scenes in that film derived from the Novel are shown. The 2005 Amityville
 20 Horror Film is also mentioned and its DVD cover is shown. The 2017
 21 Amityville Horror Sequel Film similarly displays the Novel and its cover, with
 22 the title "THE AMITYVILLE HORROR" imposed on the house's now iconic
 23 "face" with half-moon windows, and the name of the Novel's sole Author, "Jay
 24 Anson," prominently displayed.

25 52. Plaintiff is informed and believes and based thereon alleges that
 26 Defendants will continue to prepare, produce, copy, distribute or exploit, and/or
 27 authorize others to prepare, produce, copy, distribute or exploit the infringing
 28 2017 Amityville Horror Sequel Film and ancillary derivative works which copy

1 and exploit the Novel in violation of the Copyright Act.

2 53. As a direct and proximate result of Defendants' actions Plaintiff
3 will suffer imminent and irreparable harm, much of which cannot be reasonably
4 or adequately measured or compensated in damages.

5 **FIRST CLAIM FOR RELIEF**

6 **(Copyright Infringement against all Defendants and DOES 1-10, excluding**
7 **ENTERTAINMENT ONE)**

8 54. Plaintiff re-alleges and incorporates by reference paragraphs 1
9 through 51 inclusive, as though fully set forth herein.

10 55. The Novel is a wholly original work and copyrightable subject
11 matter under the laws of the United States.

12 56. The Novel was produced and distributed in strict conformity with
13 the provisions of the Copyright Act and all other laws governing copyright.

14 57. The Novel was registered by its author Jay Anson for copyright on
15 July 29, 1977 under registration number A00000883095, and subsequent to the
16 author's death on March 12, 1980, such copyright was duly renewed by
17 Plaintiff, the author's widow, on December 23, 2004 under registration number
18 RE0000925090.

19 58. By their exploitation and release of the 2017 Amityville Horror
20 Sequel Film, a motion picture indisputably derived from the Novel, Defendants
21 knowingly and willfully infringed, and will continue to infringe, Plaintiff's
22 copyright and rights under copyright in the Novel.

23 59. Each infringement by Defendants and/or other parties of the Novel
24 constitutes a separate and distinct act of infringement.

25 60. Plaintiff placed Defendants on notice of their infringement, yet
26 Defendants continue to infringe Plaintiff's rights under copyright, in willful
27 disregard of and indifference to Plaintiff's rights.

28 61. As a direct and proximate result of Defendants' copyright

1 infringement, Plaintiff has suffered and will continue to suffer severe injuries
2 and harm, much of which cannot be reasonably or adequately measured or
3 compensated in money damages if such wrongful conduct is allowed to continue
4 unabated. The ongoing harm this wrongful conduct will continue to cause
5 Plaintiff is both imminent and irreparable. Plaintiff's injuries and damages
6 include, but are not limited to loss of customers, diversion of trade, dilution of
7 goodwill, injury to her business reputation, and the diminution of the value of
8 her intellectual property.

9 62. Pursuant to 17 U.S.C. § 502, Plaintiff is entitled to a preliminary
10 injunction, during the pendency of this action, and to a permanent injunction,
11 enjoining Defendants, their officers, agents and employees, and all persons
12 acting in concert with them, from engaging in such further violations of the
13 Copyright Act.

14 63. Plaintiff is further entitled to recover from Defendants the damages,
15 including pre-judgment interest it sustained and will sustain, and any income,
16 gains, profits, and advantages obtained by Defendants as a result of their
17 wrongful acts alleged hereinabove, in an amount which cannot yet be fully
18 ascertained, but which shall be assessed at the time of trial.

19 64. Alternatively, Plaintiff is entitled to the maximum statutory
20 damages recoverable, or for such other amounts as may be proper, pursuant to
21 17 U.S.C. § 504.

22 65. Plaintiff is further entitled to her attorney's fees and full costs
23 pursuant to 17 U.S.C. § 505.

24 //

25 //

26 //

27 //

28 //

SECOND CLAIM FOR RELIEF

**(Contributory Copyright Infringement against all Defendants and
DOES 1-10, excluding ENTERTAINMENT ONE)**

66. Plaintiff realleges and incorporates by reference the allegations set forth above in Paragraphs 1 through 65 inclusive, as though fully set forth herein.

67. Plaintiff is informed and believes, and on that basis alleges, that Defendants induced, caused, or materially contributed to the copyright infringement by others of the Novel as alleged herein. Plaintiff is informed and believes, and on that basis alleges, that Defendants knew or had reason to know that the conduct of such other parties infringed Plaintiff's copyright and rights under copyright.

68. Each infringement by Defendants and/or other parties of the Novel constitutes a separate and distinct act of infringement.

69. As a direct and proximate result of Defendants' contributory copyright infringement, Plaintiff has suffered and will continue to suffer severe injuries and harm, much of which cannot be reasonably or adequately measured or compensated in money damages if such wrongful conduct is allowed to continue unabated. The ongoing harm this wrongful conduct will continue to cause Plaintiff is both imminent and irreparable. Plaintiff's injuries and damages include, but are not limited to loss of customers, diversion of trade, dilution of goodwill, injury to her business reputation, and the diminution of the value of her intellectual property.

70. Pursuant to 17 U.S.C. § 502, Plaintiff is entitled to a preliminary injunction, during the pendency of this action, and to a permanent injunction, enjoining Defendants, their officers, agents and employees, and all persons acting in concert with them, from engaging in such further violations of the Copyright Act.

1 71. Plaintiff is further entitled to recover from Defendants the damages,
2 including pre-judgment interest it sustained and will sustain, and any income,
3 gains, profits, and advantages obtained by Defendants as a result of their
4 wrongful acts alleged hereinabove, in an amount which cannot yet be fully
5 ascertained, but which shall be assessed at the time of trial.

6 72. Alternatively, Plaintiff is entitled to the maximum statutory
7 damages recoverable, or for such other amounts as may be proper, pursuant to
8 17 U.S.C. § 504.

9 73. Plaintiff is further entitled to her attorney's fees and full costs
10 pursuant to 17 U.S.C. § 505.

11 **THIRD CLAIM FOR RELIEF**

12 **(Vicarious Copyright Infringement against all Defendants and DOES 1-10,**
13 **excluding ENTERTAINMENT ONE)**

14 74. Plaintiff re-alleges and incorporates by reference paragraphs 1
15 through 73 inclusive, as though fully set forth herein.

16 75. Plaintiff is informed and believes and thereon alleges that
17 Defendants, and each of them, if not directly liable for infringement of
18 Plaintiff's copyright in the Novel, are vicariously liable for said infringements.
19 Plaintiff is informed and believes and thereon alleges that Defendants had the
20 right and ability to supervise the infringing conduct of others, including without
21 limitation the infringing conduct of co-Defendants and internet users who have
22 viewed the 2017 Amityville Horror Sequel Film via an online streaming and/or
23 downloading service.

24 76. Plaintiff is informed and believes and thereon alleges that
25 Defendants possessed a direct financial interest in the infringing conduct of such
26 other parties.

27 77. Each infringement by Defendants and/or other parties of the Novel
28 constitutes a separate and distinct act of infringement.

1 78. As a direct and proximate result of Defendants' vicarious copyright
2 infringement, Plaintiff has suffered and will continue to suffer severe injuries
3 and harm, much of which cannot be reasonably or adequately measured or
4 compensated in money damages if such wrongful conduct is allowed to continue
5 unabated. The ongoing harm this wrongful conduct will continue to cause
6 Plaintiff is both imminent and irreparable. Plaintiff's injuries and damages
7 include, but are not limited to loss of customers, diversion of trade, dilution of
8 goodwill, injury to her business reputation, and the diminution of the value of
9 her intellectual property.

10 79. Pursuant to 17 U.S.C. § 502, Plaintiff is entitled to a preliminary
11 injunction, during the pendency of this action, and to a permanent injunction,
12 enjoining Defendants, their officers, agents and employees, and all persons
13 acting in concert with them, from engaging in such further violations of the
14 Copyright Act.

15 80. Plaintiff is further entitled to recover from Defendants the damages,
16 including pre-judgment interest it sustained and will sustain, and any income,
17 gains, profits, and advantages obtained by Defendants as a result of their
18 wrongful acts alleged hereinabove, in an amount which cannot yet be fully
19 ascertained, but which shall be assessed at the time of trial.

20 81. Alternatively, Plaintiff is entitled to the maximum statutory
21 damages recoverable, or for such other amounts as may be proper, pursuant to
22 17 U.S.C. § 504.

23 82. Plaintiff is further entitled to her attorney's fees and full costs
24 pursuant to 17 U.S.C. § 505.

25 **FOURTH CLAIM FOR RELIEF**

26 **(Copyright Infringement under the Canadian Copyright Act against all**
27 **Defendants and DOES 1-10)**

28 83. Plaintiff re-alleges and incorporates herein by this reference

1 paragraphs 1 through 82 inclusive, as though fully set forth herein.

2 84. Jay Anson, the author of the Novel, died on March 12, 1980.

3 85. Pursuant to Section 14 (1) of the Canadian Copyright Act, R.S.C.,
4 c. C-42, where, as here, the author is the first owner of a work's copyright, no
5 assignment of copyright or any interest therein made after June 4, 1921, other
6 than an assignment by will, is operative beyond 25 years after the date of the
7 author's death, and at the end of such 25-year period the rights granted
8 automatically revert to the Author's heirs.

9 86. Accordingly, on March 12, 2005 (25 years after the Author's death)
10 all rights in his Novel under copyright in Canada automatically reverted by
11 operation of law to the Author's heirs, including Plaintiff.

12 87. Accordingly, on March 12, 2005 all rights in his Novel under
13 copyright in Canada automatically reverted by operation of law to the Author's
14 heirs, including Plaintiff.

15 88. Plaintiff is informed and believes and based thereon alleges that
16 Defendant ENTERTAINMENT ONE is the distributor of the infringing 2017
17 Amityville Horror Sequel Film under license from Defendants TWC,
18 DIMENSION, and/or BLUMHOUSE.

19 89. The current or pending exploitation and distribution of the 2017
20 Amityville Horror Sequel Film in Canada by Defendants, their agents, assigns or
21 licensees knowingly infringes or will infringe Plaintiff's Canadian copyright in
22 the Novel and rights under copyright.

23 90. Plaintiff placed Defendants on notice of their infringement, yet
24 Defendants continue with their plans to exploit their infringing 2017 Amityville
25 Horror Sequel Film in Canada in willful disregard of and indifference to
26 Plaintiff's rights.

27 91. As a direct and proximate result of Defendants' copyright
28 infringement and/or contributory infringement, Plaintiff has suffered and will

1 continue to suffer severe injuries and harm, much of which cannot be reasonably
2 or adequately measured or compensated in money damages if such wrongful
3 conduct is allowed to continue unabated. The ongoing harm this wrongful
4 conduct will continue to cause Plaintiff is both imminent and irreparable.
5 Plaintiff's injuries and damages include, but are not limited to loss of customers,
6 diversion of trade, dilution of goodwill, injury to her business reputation, and the
7 diminution of the value of her intellectual property.

8 92. Plaintiff is entitled to a preliminary injunction, during the pendency
9 of this action, and to a permanent injunction, enjoining Defendants, their
10 officers, agents and employees, and all persons acting in concert with them, or
11 under a purported license from any of the Defendants, from engaging in such
12 further violations of the copyright laws of Canada including the distribution of
13 the infringing 2017 Amityville Horror Sequel Film in Canada.

14 93. Plaintiff is further entitled to recover from Defendants the damages,
15 including pre-judgment interest she sustained and will sustain, and any income,
16 gains, profits, and advantages obtained by Defendants as a result of their
17 wrongful acts alleged hereinabove, in an amount which cannot yet be fully
18 ascertained, but which shall be assessed at the time of trial.

19 94. Alternatively, Plaintiff is entitled to the maximum statutory
20 damages recoverable, or for such other amounts as may be proper, pursuant to
21 the Canadian Copyright Act.

22 95. Plaintiff is further entitled to her attorney's fees and full costs.

23 **FIFTH CLAIM FOR RELIEF**

24 **(Copyright Infringement under the Copyright Act of Spain against all**
25 **Defendants and DOES 1-10)**

26 96. Plaintiff re-alleges and incorporates herein by this reference
27 paragraphs 1 through 95 inclusive, as though fully set forth herein.

28 97. Pursuant to Article 6 of Spain's Copyright Act 1879 (Ley de 10 de

1 enero de 1879, de la propiedad intelectual, Gaceta de Madrid num. 12 of
2 January 12, 1879, <http://derecho-internet.org/node/365>)(hereinafter, the “1879
3 Act”), Spain’s Intellectual Property Law 22/1987 which took effect on
4 December 7, 1987, and Spain’s Royal Legislative Decree 1/1996 of April 12,
5 1996, any assignment of a work’s copyright or rights under copyright concluded
6 before December 7, 1987 is by operation of law automatically terminated 25
7 years after the death of the work’s author, and automatically reverts to the
8 author’s heirs.

9 98. Accordingly, on March 12, 2005 (25 year after the Author’s death)
10 all rights in his Novel under copyright in Spain automatically reverted by
11 operation of law to the Author’s heirs, including Plaintiff.

12 99. The current or pending exploitation and distribution of the 2017
13 Amityville Horror Sequel Film in Spain by Defendants, their agents, assigns or
14 licensees knowingly infringes or will infringe Plaintiff’s Spanish copyright in
15 the Novel and rights under copyright.

16 100. Plaintiff placed Defendants on notice of their infringement, yet
17 Defendants continue with their plans to exploit their infringing 2017 Amityville
18 Horror Sequel Film in Spain in willful disregard of and indifference to Plaintiff’s
19 rights.

20 101. As a direct and proximate result of Defendants’ copyright
21 infringement and/or contributory infringement, Plaintiff has suffered and will
22 continue to suffer severe injuries and harm, much of which cannot be reasonably
23 or adequately measured or compensated in money damages if such wrongful
24 conduct is allowed to continue unabated. The ongoing harm this wrongful
25 conduct will continue to cause Plaintiff is both imminent and irreparable.
26 Plaintiff’s injuries and damages include, but are not limited to loss of customers,
27 dilution of goodwill, injury to her business reputation, and the diminution of the
28 value of her intellectual property.

1 102. Plaintiff is entitled to a preliminary injunction, during the pendency
2 of this action, and to a permanent injunction, enjoining Defendants, their
3 officers, agents and employees, and all persons acting in concert with them, or
4 under a purported license from any of the Defendants, from engaging in such
5 further violations of the copyright laws of Spain, including the distribution of the
6 infringing 2017 Amityville Horror Sequel Film in Spain.

7 103. Plaintiff is further entitled to recover from Defendants the damages,
8 including pre-judgment interest she sustained and will sustain, and any income,
9 gains, profits, and advantages obtained by Defendants as a result of their
10 wrongful acts alleged hereinabove, in an amount which cannot yet be fully
11 ascertained, but which shall be assessed at the time of trial.

12 104. Plaintiff is further entitled to her attorney's fees and full costs.

13 **SIXTH CLAIM FOR RELIEF**

14 **(Violation of the Lanham Act § 15 U.S.C. § 1125(a)(1)(B)**

15 **Against All Defendants and DOES 1-10, excluding**
16 **ENTERTAINMENT ONE)**

17 105. Plaintiff re-alleges and incorporates by reference paragraphs 1
18 through 53 inclusive, as though fully set forth herein.

19 106. This Fifth Claim for Relief is for violation of Section 1125(a)(1)(B)
20 of the Lanham Act, not Section 1125(a)(1)(A). It pertains to Defendants' false
21 advertising and false promotion of its 2017 Amityville Horror Sequel Film (i) as
22 *a sequel* to their 2005 Amityville Horror Film and to the 1979 Amityville Horror
23 Film and (ii) as a part of this film franchise, and, as such, this claim is
24 independent of and does not rely upon Plaintiff's copyright in the Novel or
25 Defendants' copyright infringement alleged hereinabove.

26 107. Plaintiff is informed and believes and thereon alleges that
27 Defendants have misrepresented to their licensees, potential licensees and to
28 members of the public, *in Defendants' commercial marketing, promotion and*

1 *advertising*, that the 2017 Amityville Horror Film is a bona fide *sequel* to their
2 2005 Amityville Horror Film and to the 1979 Amityville Horror Film and a
3 *continuation of this film franchise*, with a willful intention to mislead and
4 misrepresent the nature, characteristics and qualities of Defendants' goods,
5 services or commercial activities.

6 108. Plaintiff is informed and believes and thereon alleges that
7 Defendants used such false claims or misleading descriptions, representations
8 and wrongful omissions of fact in interstate commerce in order to induce others
9 to enter into contracts or other forms of business arrangements with Defendants
10 to exploit the 2017 Amityville Horror Sequel Film and other products derived
11 therefrom, and to falsely induce consumers to see the film.

12 109. Such use of false or misleading descriptions or representations of
13 fact in interstate commerce is in opposition to the protection of the public
14 interest.

15 110. Defendants' wrongful conduct has proximately caused and will
16 continue to cause Plaintiff substantial injury and damage including, without
17 limitation, loss of customers, dilution of goodwill, injury to her business
18 reputation, lost profits and diminution of the value of her interests in the Novel,
19 the Derivative Amityville Horror Films, and related derivative products and
20 commercial activities. The ongoing harm this wrongful conduct will cause to
21 Plaintiff is both imminent and irreparable, and the amount of damage sustained
22 by Plaintiff will be difficult to ascertain if such wrongful conduct is allowed to
23 continue unabated.

24 111. By reason of the foregoing, Defendants have violated and are
25 continuing to violate the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

26 112. Plaintiff is entitled to an injunction, during the pendency of this
27 action, and permanently, restraining Defendants, their officers, agents and
28

1 employees, and all persons acting in concert with them from engaging in any
2 further violations of the Lanham Act.

3 113. Plaintiff has no adequate remedy at law with respect to these
4 ongoing violations of the Lanham Act.

5 114. Plaintiff is further entitled to recover from Defendants under 15
6 U.S.C § 1117(a) up to three times the damages she sustained and will sustain
7 and any income, gains, profits, and advantages obtained by Defendants as a
8 result of their wrongful acts and omissions alleged hereinabove, plus reasonable
9 attorneys' fees and costs, in an amount which cannot yet be fully ascertained,
10 but which shall be assessed at the time of trial.

11 **SEVENTH CLAIM FOR RELIEF**

12 **(Unfair Competition Under California Business and Professions Code,**
13 **§§ 17200 *et seq.* and California Common Law - Against All Defendants and**
14 **DOES 1-10, excluding ENTERTAINMENT ONE)**

15 115. Plaintiff re-alleges and incorporates herein by reference the
16 allegations set forth in paragraphs 1 through 53, inclusive, and 105 through 114,
17 inclusive, as though fully set forth herein.

18 116. This Sixth Claim for Relief pertains to Defendants' false
19 advertising, marketing and promotion of the 2017 Amityville Horror Sequel
20 Film: (i) as a *sequel* to their 2005 Amityville Horror Film and to the 1979
21 Amityville Horror Film and (ii) as a part of this film franchise, and, as such, this
22 claim is independent of and does not rely upon Plaintiff's copyright in the Novel
23 or Defendants' copyright infringement alleged hereinabove.

24 117. Plaintiff is informed and believes and thereon alleges that
25 Defendants have misrepresented to their licensees, potential licensees and to
26 members of the public, *in Defendants' commercial marketing, promotion and*
27 *advertising*, that the 2017 Amityville Horror Film is a bona fide *sequel* to their
28 2005 Amityville Horror Film and to the 1979 Amityville Horror Film and a

1 *continuation of this film franchise*, with a willful intention to mislead and
2 misrepresent the nature, characteristics and qualities of Defendants' goods,
3 services or commercial activities.

4 118. Defendants' public misrepresentations in their advertising,
5 marketing and promotion was both intended to deceive, cause confusion and
6 mistake and was likely to deceive, cause confusion and mistake, all contrary to
7 the public interest.

8 119. Defendants' wrongful conduct, acts, and omissions alleged
9 hereinabove constitute unlawful, unfair business practices and unfair
10 competition under California Business and Professions Code §§ 17200 *et seq.*,
11 and under the common law.

12 120. As a direct and proximate result of Defendants' conduct, acts, and
13 omissions alleged hereinabove, Plaintiff is entitled to restitution of the income,
14 gains, compensation, profits and advantages obtained, received or to be received
15 by Defendants, or any of them, arising from their unauthorized exploitation of
16 Plaintiff's Novel, and in which Plaintiff possesses an ownership interest;
17 Plaintiff is entitled to an order requiring Defendants, jointly and severally, to
18 render an accounting to ascertain the amount of such proceeds.

19 121. As a direct and proximate result of Defendants' wrongful conduct,
20 acts and omissions alleged hereinabove, Plaintiff has been damaged, and
21 Defendants have been and will continue to be unjustly enriched, in an amount
22 that shall be assessed at trial for which restitution and/or restitutionary
23 disgorgement is appropriate. Such restitution and/or restitutionary disgorgement
24 should include a declaration by this Court that Defendants are jointly and
25 severally the constructive trustee(s) for the benefit of Plaintiff and an order that
26 Defendants convey to Plaintiff all of the gross revenues received or to be
27 received by Defendants arising from their unauthorized exploitation of
28 Plaintiff's Novel.

1 122. Defendants' wrongful conduct, acts and omissions have
2 proximately caused and will continue to cause Plaintiff substantial injury and
3 damage including, without limitation, loss of customers, dilution of goodwill,
4 injury to Plaintiff's reputation, and diminution of the value of Plaintiff's rights.
5 The harm this wrongful conduct will cause to Plaintiff is both imminent and
6 irreparable, and the amount of damage sustained by Plaintiff will be difficult to
7 ascertain if such wrongful conduct is allowed to continue without restraint.

8 123. Pursuant to California Business and Professions Code § 17203
9 Plaintiff is entitled to an injunction, during the pendency of this action, and
10 permanently enjoining Defendants, their officers, agents and employees, and all
11 persons acting in concert with them, from engaging in such further acts of unfair
12 business practices and unfair competition.

13 124. Plaintiff has no adequate remedy at law with respect to Defendants'
14 ongoing unlawful conduct.

15 **EIGHTH CLAIM FOR RELIEF**

16 **(Declaratory Relief - Against All Defendants)**

17 125. Plaintiff re-alleges and incorporates herein by this reference
18 paragraphs 1 through 124 inclusive, as though fully set forth herein.

19 126. By reason of the foregoing facts, an actual and justiciable
20 controversy has arisen and now exists between Plaintiff and Defendants in that
21 Plaintiff contends and Defendants deny that Defendants infringed and will
22 continue to infringe on Plaintiff's copyrights under Federal copyright law, 17
23 U.S.C. §§ 101 *et seq.*

24 127. Plaintiff desires a judicial determination of this issue.

25 128. A declaration of the Court is necessary and appropriate pursuant to
26 the Declaratory Judgment Act, 28 U.S.C. §§ 2201 *et seq.*, so that Plaintiff may
27 ascertain her rights with respect to the 2017 Amityville Horror Sequel Film.
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against the Defendants as
3 follows:

4 **ON THE FIRST CLAIM FOR RELIEF**

5 1. For an order preliminarily during the pendency of this action and
6 thereafter, permanently, (i) enjoining Defendants, their officers, agents,
7 employees, licensees and assigns, and all persons acting in concert with them,
8 from infringing the copyrights in the Novel, in any manner, and (ii) enjoining
9 Defendants, their officers, agents, employees, licensees and assigns, and all
10 persons acting in concert with them, from engaging in or authorizing the
11 production, reproduction, distribution and/or exploitation of the infringing 2017
12 Amityville Horror Sequel Film and ancillary products based thereon, derived
13 from the Novel, without Plaintiff's express written consent.

14 2. For compensatory and consequential damages, according to proof
15 in an amount determined at trial, together with interest thereon as provided by
16 law;

17 3. For an accounting and restitution to Plaintiff of all gains, profits and
18 advantages Defendants have derived from their production, distribution and
19 exploitation of the infringing 2017 Amityville Horror Sequel Film, ancillary
20 exploitations based thereon, and from their copyright infringement of the
21 Novel;

22 4. In the alternative to actual damages, for statutory damages pursuant
23 to 17 U.S.C. §504(c), which election Plaintiff shall make prior to the rendering
24 of final judgment herein; and

25 5. For such other and further relief and remedies available under the
26 Copyright Act, 17 U.S.C. §§ 101 *et seq.*, which the Court may deem just and
27 proper.
28

ON THE SECOND CLAIM FOR RELIEF

6. For an order preliminarily during the pendency of this action and thereafter, permanently, (i) enjoining Defendants, their officers, agents, employees, licensees and assigns, and all persons acting in concert with them, from infringing the copyrights in the Novel, in any manner, and (ii) enjoining Defendants, their officers, agents, employees, licensees and assigns, and all persons acting in concert with them, from engaging in or authorizing the production, reproduction, distribution and/or exploitation of the infringing 2017 Amityville Horror Sequel Film and ancillary products based thereon, derived from the Novel, without Plaintiff's express written consent.

7. For an award of Defendants' profits and Plaintiff's compensatory and consequential damages, according to proof in an amount determined at trial, together with interest thereon as provided by law;

8. In the alternative to actual damages, for an award of statutory damages pursuant to 17 U.S.C. §504(c), which election Plaintiff shall make prior to the rendering of final judgment herein;

9. For an order requiring that Defendants provide a complete accounting and for the restitution to Plaintiff of all monies, gains, profits and advantages Defendants have derived from their production, distribution and exploitation of the infringing 2017 Amityville Horror Sequel Film and Trailers, ancillary exploitations based thereon, and from their copyright infringement of the Novel;

10. For an order imposing a constructive trust over all monies, gains, and profits Defendants derive from their production, distribution and exploitation of the infringing 2017 Amityville Horror Sequel Film and Trailers, ancillary exploitations based thereon, and from their copyright infringement of the Novel; and

11. For such other and further relief and remedies available under the

1 Copyright Act, 17 U.S.C. §§ 101 *et seq.*, which the Court may deem just and
2 proper.

3 ON THE THIRD CLAIM FOR RELIEF

4 12. For an order preliminarily during the pendency of this action and
5 thereafter, permanently, (i) enjoining Defendants, their officers, agents,
6 employees, licensees and assigns, and all persons acting in concert with them,
7 from infringing the copyrights in the Novel, in any manner, and (ii) enjoining
8 Defendants, their officers, agents, employees, licensees and assigns, and all
9 persons acting in concert with them, from engaging in or authorizing the
10 production, reproduction, distribution and/or exploitation of the infringing 2017
11 Amityville Horror Sequel Film and ancillary products based thereon, derived
12 from the Novel, without Plaintiff's express written consent.

13 13. For an award of Defendants' profits and Plaintiff's compensatory
14 and consequential damages, according to proof in an amount determined at
15 trial, together with interest thereon as provided by law;

16 14. In the alternative to actual damages, for an award of statutory
17 damages pursuant to 17 U.S.C. §504(c), which election Plaintiff shall make
18 prior to the rendering of final judgment herein;

19 15. For an order requiring that Defendants provide a complete
20 accounting and for the restitution to Plaintiff of all monies, gains, profits and
21 advantages Defendants have derived from their production, distribution and
22 exploitation of the infringing 2017 Amityville Horror Sequel Film and Trailers,
23 ancillary exploitations based thereon, and from their copyright infringement of
24 the Novel;

25 16. For an order imposing a constructive trust over all monies, gains,
26 and profits Defendants derive from their production, distribution and
27 exploitation of the infringing 2017 Amityville Horror Sequel Film and Trailers,
28 ancillary exploitations based thereon, and from their copyright infringement of

1 the Novel; and

2 17. For such other and further relief and remedies available under the
3 Copyright Act, 17 U.S.C. §§ 101 *et seq.*, which the Court may deem just and
4 proper.

5 ON THE FOURTH CLAIM FOR RELIEF

6 18. For an order preliminarily during the pendency of this action and
7 thereafter, permanently, (i) enjoining Defendants, their officers, agents,
8 employees, licensees and assigns, and all persons acting in concert with them,
9 from infringing the copyrights in the Novel, in any manner in Canada, and (ii)
10 enjoining Defendants, their officers, agents, employees, licensees and assigns,
11 and all persons acting in concert with them, from engaging in or authorizing the
12 reproduction, distribution and/or exploitation of the infringing 2017 Amityville
13 Horror Sequel Film and ancillary products based thereon, derived from the
14 Novel, in Canada, without Plaintiff's express written consent.

15 19. For an award of Defendants' profits and Plaintiff's compensatory
16 and consequential damages, according to proof in an amount determined at
17 trial, together with interest thereon as provided by law;

18 20. In the alternative to actual damages, for an award of statutory
19 damages pursuant to the Canadian Copyright Act, which election Plaintiff shall
20 make prior to the rendering of final judgment herein.

21 21. For an order requiring that Defendants provide a complete
22 accounting and for the restitution to Plaintiff of all monies, gains, profits and
23 advantages Defendants have derived from their distribution and exploitation of
24 the infringing 2017 Amityville Horror Sequel Film and Trailers, ancillary
25 exploitations based thereon, and from their copyright infringement of the Novel
26 in Canada;

27 22. For an order imposing a constructive trust over all monies, gains,
28 and profits Defendants derive from their production, distribution and

1 exploitation of the infringing 2017 Amityville Horror Sequel Film and Trailers,
2 ancillary exploitations based thereon, and from their copyright infringement of
3 the Novel in Canada; and

4 23. For such other and further relief and remedies available, which the
5 Court may deem just and proper.

6 ON THE FIFTH CLAIM FOR RELIEF

7 24. For an order preliminarily during the pendency of this action and
8 thereafter, permanently, (i) enjoining Defendants, their officers, agents,
9 employees, licensees and assigns, and all persons acting in concert with them,
10 from infringing the copyrights in the Novel, in any manner in Spain and (ii)
11 enjoining Defendants, their officers, agents, employees, licensees and assigns,
12 and all persons acting in concert with them, from engaging in or authorizing the
13 production, reproduction, distribution and/or exploitation of the infringing 2017
14 Amityville Horror Sequel Film and ancillary products based thereon, derived
15 from the Novel in Spain, without Plaintiff's express written consent.

16 25. For an award of Defendants' profits and Plaintiff's compensatory
17 and consequential damages, according to proof in an amount determined at
18 trial, together with interest thereon as provided by law;

19 26. For an order requiring that Defendants provide a complete
20 accounting and for the restitution to Plaintiff of all monies, gains, profits and
21 advantages Defendants have derived from their production, distribution and
22 exploitation of the infringing 2017 Amityville Horror Sequel Film and Trailers,
23 ancillary exploitations based thereon, and from their copyright infringement of
24 the Novel in Spain;

25 27. For an order imposing a constructive trust over all monies, gains,
26 and profits Defendants derive from their production, distribution and
27 exploitation of the infringing 2017 Amityville Horror Sequel Film and Trailers,
28 ancillary exploitations based thereon, and from their copyright infringement of

1 the Novel in Spain; and

2 28. For such other and further relief and remedies which the Court may
3 deem just and proper.

4 ON THE SIXTH CLAIM FOR RELIEF

5 29. For an order preliminarily during the pendency of this action and
6 thereafter permanently enjoining Defendants, their officers, agents, employees,
7 licensees and assigns and all persons acting in concert with them, from
8 engaging in such further violations of the Lanham Act, 15 U.S.C. §
9 1125(a)(1)(B) as alleged hereinabove;

10 30. For treble compensatory and consequential damages according to
11 proof in an amount to be determined at trial;

12 31. For an accounting of any and all unlawful proceeds received and to
13 be received by Defendants;

14 32. For the imposition of a constructive trust for the benefit of Plaintiff
15 on any and all unlawful proceeds received and to be received by Defendants;
16 and

17 33. For such other and further relief and remedies available under the
18 Lanham Act, 15 U.S.C. § 1125, which the Court may deem just and proper.

19 ON THE SEVENTH CLAIM FOR RELIEF

20 34. For an accounting of any and all unlawful proceeds received and to
21 be received by Defendants;

22 35. For the imposition of a constructive trust for the benefit of Plaintiff
23 on any and all unlawful proceeds received and to be received by Defendants;

24 36. For restitution to Plaintiff of any and all unlawful proceeds received
25 and to be received by Defendants;

26 37. For an order preliminarily during the pendency of this action and
27 thereafter, permanently, enjoining Defendants, their officers, agents,
28 employees, licensees and assigns, and all persons acting in concert with them,

1 from engaging in such further unfair business practices and unfair competition
2 under California Business and Professions Code §§ 17200 *et seq.*, and/or
3 §§17500 *et seq.*, as alleged hereinabove; and

4 38. For such other and further relief and remedies available under
5 California Business and Professions Code, §§ 17200 *et seq.* and §§ 17500,
6 which the Court may deem just and proper.

7 ON THE EIGHTH CLAIM FOR RELIEF

8 39. For a declaration:

9 a. That Defendants have by their foregoing acts infringed upon
10 and are likely to continue to infringe upon the copyrights of the Novel and
11 Plaintiff's copyright interests therein;

12 b. That the preparation, production, reproduction, distribution
13 and/or exploitation, by Defendants, their licensees and/or assigns of the 2017
14 Amityville Horror Sequel Film and further derivative works or products based
15 on the Novel, including, but not limited to, theatrical motion pictures, are
16 prohibited as infringements of Plaintiff's copyright(s); and

17 c. That Defendants had/have no authority to confer licenses or
18 grants on others to reproduce, distribute or exploit the 2017 Amityville Horror
19 Sequel Film or to prepare, distribute or exploit other derivative works or
20 products based on the 2017 Amityville Horror Sequel Film and derived from the
21 Novel.

22 ON ALL CLAIMS FOR RELIEF

23 40. For Plaintiff's costs of suit;

24 41. For interest at the highest lawful rate on all sums awarded Plaintiff
25 other than punitive damages;

26 42. For reasonable attorneys' fees; and

27 43. For such other and further relief as the Court deems just and
28 appropriate.

1 Dated: December 13, 2017

TOBEROFF & ASSOCIATES, P.C.

2
3 By: /s/ Marc Toberoff
Marc Toberoff

4 Attorneys for Plaintiff LESIA ANSON
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JURY TRIAL DEMANDED

Plaintiff hereby requests a trial by jury on each claim for relief alleged in the Complaint that is triable by a jury.

Dated: December 13, 2017 TOBEROFF & ASSOCIATES, P.C.

By: /s/ Marc Toberoff
Marc Toberoff

Attorneys for Plaintiff LESIA ANSON